

213 MAY 1967

DEED OF TRUST

THIS DEED, Made and entered into as of the first day of September nineteen hundred and sixty-six, by and between CONTINENTAL MINING & MILLING CO., a Delaware corporation of the City of Chicago, County of Cook, State of Illinois party of the first part, and SIMON RAPOPORT of the City of St. Louis, State of Missouri party of the second part, and COMMERCIAL DISCOUNT CORPORATION, a Delaware corporation of the City of Chicago, County of Cook, State of Illinois party of the third part.

Witnesseth, that the said party of the first part, for and in consideration of the debt and trust hereinafter described and created, and the sum of One Dollar to said party of the first part paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, the following described Real Estate situated in the County of St. Louis, and State of Missouri, to-wit:

Part of Lot 11 of HAZELWOOD FARM, a Subdivision in U.S. Surveys 1 and 2, Township 47 North Range 6 East, St. Louis County, Missouri, according to Plat of said Subdivision attached to Commissioners Report, recorded in Book 6 Page 11 of the St. Louis County Records, more particularly described as follows: Beginning at the Southeast corner of said Lot 11, thence North 82 degrees 19 minutes 00 seconds West, along a line at right angles to the East line of said Lot 11, a distance of 20 feet, thence North 16 degrees 03 minutes 58 seconds West, 163.88 feet, thence North 10 degrees 13 minutes 50 seconds West, 451.91 feet, thence North 7 degrees 41 minutes 00 seconds East, 205.00 feet, thence North 37 degrees 57 minutes 38 seconds East, a distance of 212.22 feet, more

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DEED UNDER
ENCLOSURE FILED

FEB 3 1967

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E. M. A. PUNG, Recorder

See Instrument Filed for 1167 Book 6133 Page 311

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or less, to a point in the center line of Latty Avenue, 40 feet wide, thence South 82 degrees 11 minutes East, along the said center line of Latty Avenue, a distance of 118.00 feet, more or less, to the Northeast corner of said Lot 11, thence South 7 degrees 41 minutes 00 seconds West, along the said East line of Lot 11, a distance of 968.00 feet, more or less, to the point of beginning.

To Have and to Hold the same, together with all buildings, fixtures and appurtenances now or hereafter to the same belonging, unto the said party of the second part, and to its successor or successors in this trust forever, and possession of said premises is now delivered unto the said party of the Second Part including the right to collect rents as hereinafter set forth.

In Trust, however for the following purposes: Whereas, the said party of the First Part, being justly indebted to the party of the Third Part for money in the principal sum of \$2,500,000.00 Dollars, has, to secure said principal, and interest to be earned thereon, executed and delivered to the party of the Third Part, one negotiable promissory note dated December 29, 1965, expressed to be for value received, drawn to the order of said party of the Third Part, and payable at Chicago, Illinois as follows, to-wit: in accordance with the terms and provisions of the aforesaid note, a copy of which is attached hereto marked Exhibit "A" and made a part hereof.

To Secure the payment of which said note the party of the First Part has executed this Deed of Trust, and has also agreed with said Third Party, endorsees and assigns, to cause all taxes and assessments, general and special, to be paid whenever imposed upon said property, and before becoming delinquent; and also to keep the improvements upon said premises constantly and satisfactorily insured,

State Of Missouri } ss
County Of St. Louis }
FILED FOR RECORD

4

SEP 27 1966
At 8:00 O'clock P.M.

John L. Kook
Notary of Deeds

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until said note is fully paid, against fire and extended coverage, in the full amount of this deed of trust, and to carry such other insurance and in such companies as holder of said note may require, and the policies therefor to keep constantly assigned unto the said party of the Second Part and deposited with the party of the Third Part for further securing the payment of said note, and the proceeds thereof apply towards the payment of said note. The holder of note is hereby given privilege and authority to make proof of loss and adjust and collect insurance. The trustee may assign policies to purchaser at foreclosure, and owner shall not be entitled to un-earned premiums. And the said party of the First Part hereby guarantees to the said party of the Third Part, that the said property herein described is free and clear of mechanic's liens; and said party of the First Part further agrees that, in case any liens should hereafter be filed against said property, then said liens so filed shall have the same force and effect as if any installment of said note, hereinbefore described, shall have become due and payable, and all the covenants and agreements herein provided shall be in full force and effect, and carried out as if said note were actually in default. Party of First Part also agrees promptly to pay when due all notes, and to perform all covenants, in any deed of trust prior in lien to these presents. It shall be the privilege of said party of the Third Part, and assigns, in case of default on the part of the said party of the First Part or assigns to promptly pay all taxes, effect insurance, remove mechanic's liens and pay prior notes, as above herein provided, to pay such taxes, insurance and mechanic's liens, or notes of any prior deed of trust, and in the event that the said party of the Third Part, assigns or legal representatives, or the party of the Second Part, or his successors in trust, shall expend any money to protect the title or possession of said premises, or for such taxes, insurance, mechanic's liens, or notes, then all

money so expended shall be a new and additional principal sum of money secured by this instrument, and shall be payable on demand, and may be collected with interest thereon at the rate of eight per centum per annum, from the time of so expending the same.

Said party of the First Part hereby covenants to keep all the buildings now or hereafter on said premises, in good repair and in tenantable condition, without any liability of the party of the Third Part to any person for damages, for failure to repair; nor for any mechanic's lien therefor, and upon the actual or threatened demolition or removal of any of the buildings on said premises, or the completed condemnation of entire lot or buildings for streets or otherwise, the whole principal sum shall at the option of the party of the Third Part, at once, become due and payable. Any amounts awarded in condemnation proceedings or taking the property herein described or any part thereof, shall be paid to said party of the Third Part, to be applied on the indebtedness hereby secured.

It having been agreed between the parties hereto, that when any installment of said note, or any note secured by any prior deed of trust, whether of interest or principal, after having become due and payable, shall remain unpaid, then the entire unpaid balance of said note herein described shall, at the option of the holder thereof, become due and payable at once, whether due on its face or not.

Now, Therefore, if the said party of the First Part, or legal representatives or assigns, shall well and truly pay, or cause to be paid, unto the holder thereof, respectively, the said promissory note above mentioned and all installments thereof, at maturity thereof, respectively, according to the tenor of the same, and shall well and truly keep and perform all and singular the several covenants and agreements hereinbefore set forth, then this trust shall cease and be void, and the property hereinbefore

conveyed shall be released at the cost of the said party of the First Part; but if said note, or any part thereof or any note or part thereof secured by any prior deed of trust, be not so paid at maturity, according to the tenor of the same, or if said taxes, general and special, or insurance premiums, be not promptly paid when due and mechanic's liens released, or if default be made in due fulfillment of said covenants and agreements, or any of them, then this conveyance shall remain in force, and said party of the Second Part, or, in case of his death, or disability, or his or its neglect or refusal to act, then Arthur B. Shepley, Jr. as successor in trust, or in case of his inability, neglect or refusal to act, then a successor appointed by the holder of the note, or, if none be so appointed then a successor appointed by the Circuit Court, may, at the request of the legal holder of the note secured hereby, proceed to sell the property hereinbefore conveyed, or any part thereof, at public vendue or out-cry (as to any part of said property situated in the City of St. Louis) on the floor of the Real Estate Board of Metropolitan St. Louis, in the City of St. Louis, State of Missouri, or if there be no such Real Estate Board on the day of advertisement, then at the East Front Door of the Court House, being the Civil Courts Building, 11th and Market Streets, in the City of St. Louis and State of Missouri, to the highest bidder for cash, first giving notice required by the laws of Missouri in respect to exercising power of sale under mortgages and deeds of trust then in effect; and/or (as to any part of said property situated in the County of St. Louis) at the North Front Door of the Court House in Clayton, in the County of St. Louis, State of Missouri, to the highest bidder for cash, first giving notice required by the laws of Missouri in respect to exercising power of sale under mortgages and deeds of trust then in effect, and upon such sale shall execute a deed in

fee simple of the property sold, to purchaser or purchasers thereof, and shall receive the proceeds of such sale, out of which said trustee shall pay, first, the cost and expense of executing this Trust, including lawful compensation of said Trustee; and next, shall repay to any person or persons who may or shall, under the covenants hereinbefore set forth, have advanced or paid any money for taxes, mechanic's liens, insurance or prior notes, as above provided, all sums so by said persons advanced and not already repaid, together with interest thereon at the rate of eight per centum per annum from date of such advance, till day of payment; and, next, the amount unpaid on the note secured hereby, together with the interest accrued thereon, and next the amount due on junior encumbrances, and the balance to the party of the First Part, assigns, or legal representatives. And each time that it shall become necessary to insert an advertisement for foreclosure and sale is not had, then the trustee shall be entitled to receive the sum of \$25.00 for services and the amount of all advertising charges from the party of the First Part.

And the said party of the Second Part hereby lets said premises to the said party of the First Part until this instrument be released and satisfied, or until default be made in payment or performance of covenants of this Deed of Trust, upon the following terms, to-wit: The said party of the First Part, and every and all persons claiming or possessing such premises or any part thereof, shall pay rent therefor during said term at one cent per month, payable upon demand and shall and will surrender peaceable possession of said premises, and any and every part thereof to said party of the Second Part, immediately upon such default and without notice or demand therefor, and said trustee may thereupon rent the same for the account of the holders of the note, until foreclosure is had and during any proceeding to redeem and then deliver possession to the purchaser at trustees sale.

Provided, however, that nothing in this Deed shall be so construed as to prevent the legal holder of said note, to have and to take every legal step and means to enforce payment of said note, without having first caused the execution of the Trust herein created.

And the said party of the Second Part covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for willful negligence or misconduct.

Whenever in this instrument the expression "First Party", "Second Party", or "Third Party" appears, it shall be held in each case to refer to and include the person or persons, singular or plural, natural or artificial, described in the premises of this deed, and the covenants and agreements hereinabove contained shall bind and inure to the benefit of, respectively, the heirs, assigns, successors and legal representatives of said "First Party", and any legally appointed successor of said "Second Party", and the endorsees, assigns and legal representatives of said "Third Party".

In Witness Whereof, said party of the first part has executed these presents as of the day and year first above written.

CONTINENTAL MINING & MILLING CO.

By

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 4 day of September, 1966, before me appeared James A. Gurnea to me personally known who, being by me duly sworn, did say that he is the President of Continental Mining & Milling Co. a Corporation of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said James A. Gurnea acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of and State aforesaid, the day and year first above written.

Notary Public

My term expires 08 My Commission Expires July 18, 1970

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COLLATERAL NOTE

\$2,500,000.00

Chicago, Illinois
December 2⁰, 1965

For Value Received the undersigned promises to pay to the order of Commercial Discount Corporation, a Delaware corporation, the principal sum of Two Million Five Hundred Thousand Dollars due and payable as follows: \$16,700.00 on or before the 1st day of July A.D., 1966; \$16,700.00 on or before the 1st day of each and every month thereafter, beginning on the 1st day of August A.D., 1966 for 17 months succeeding, and a final payment of \$2,199,400.00 on or before the 1st day of January A.D., 1968, with interest at the rate of 12 per cent per year payable monthly after date hereof on the whole amount of said principal sum remaining from time to time unpaid including accrued interest at Commercial Discount Corporation, 105 West Adams Street, Chicago, Illinois, or such other place as the legal holder hereof may from time to time in writing appoint.

If any installment of this note, either principal, interest, or any portion thereof, is not paid at the time and place specified herein the entire amount unpaid shall be due and payable forthwith at the election of the holder of this note without notice. The acceptance of any installment hereof by the holder after the time when it becomes due as herein set forth shall not be held to waive any rights of the holder to enforce prompt payment of any further installments or otherwise.

If placed with an attorney for collection the undersigned agrees to pay reasonable attorney's fees.

Wherever permitted by applicable state law the undersigned hereby confers irrevocable authority upon any attorney-at-law to appear for the undersigned at any time after maturity (by acceleration or otherwise) in any court of record in the United States, in term time or vacation, and waive the issue and service of process, and confess a judgment against the undersigned in favor of the holder hereof for such amount as may be unpaid or declared due and payable hereon, together with costs, expenses of collection, and reasonable attorneys fees, further authorizing said attorney to release all errors and waive all right of appeal.

This Note is secured by a Security Interest in the accounts, chattel paper, contract rights, general intangibles and instruments and in the real estate, equipment, inventory, and other property of the undersigned granted to Commercial Discount Corporation pursuant to that certain Loan and Security Agreement of even date herewith to which Agreement reference is hereby made for a statement of the terms and conditions under which the loan evidenced hereby was made and is secured. This Note shall be governed and construed by the laws of the state of Illinois.

CONTINENTAL MINING & MILLING CO.

By M. D. [Signature]

Its Vice-President

Exhibit A

END OF DOCUMENT